सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

e-Stamp

Certificate No.	:	IN-KA72210714082346R
Certificate Issued Date	:	31-Dec-2019 01:33 PM
Account Reference	:	NONACC (FI)/ kacrsfl08/ BOMMANAHALLI1/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKACRSFL08595247249886l7R
Purchased by	:	NEWZEN CONSULTANTS BANGALORE
Description of Document	:	Article 12 Bond
Description	:	WORK AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER BBMP
Second Party	:	NEWZEN CONSULTANTS BANGALORE
Stamp Duty Paid By	:	NEWZEN CONSULTANTS BANGALORE
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

सत्यमव जयत

For Sree Kaamadhenu Credit Co-op. Society Limited

NEWZEN CONSULTANTS BANGALORE IN-KA72210714082346R RS. 200 31-DEC-2019 01:33 PM

CONTRACT FOR CONSULTING SERVICES.

Please write or type below this line

Agreement No: EE/YNK.D/AG/ 31 /2020-21 **Dated:** 01/6/2020

This Contract is entered into on the between **The Executive Engineer, Yelahanka Division BBMP, Bangalore – 560064.**

And

Sri Vinay kumar G B (NEWZEN Consultants Bangalore) . # 13, 10th Main, 2nd Cross, Jnanajyothi Nagara, Jnanabharathi, Bangalore 560056

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

NEWZEN CONSULTANTS BANGALORE

Consultant

Executive Engineer
(yelahanka Division) BBMP- Bangalore

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

GOVERNMENT OF KARNATAKA GOVERNMENT OF KARNATAKA GOVERNMENT OF KARNATAKA GOVERNMENT OF KARNATAKA

WHEREAS, the Consultant is willing to perform these services, Consultancy services for Supervision, Project Management and Quality Control for the work of Improvements to roads, drains and other developmental works in Ward No- 01 & 02. under SWM head in Chief Minister Nava Nagarothan grants of Yelahanka division. (Package -07)

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

(i) The Consultant shall perform the services specified in Attachment A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("The Services").

(ii) The Consultant shall provide the personnel listed in Attachment B, Consultant's Personnel" to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Attachment C, "Consultant's Reporting Obligations".

2. Term:

The Consultancy services for preparation of project report for the said project roads will be required till the complition of the work.

3. Payment:

A. <u>Ceiling:</u> For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed **Rs.8,82,000-00/-** (Rupees Eight Lakhs Eighty two thousand only) **inclusive of all taxes.** This amount has been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant. The Consultant has submitted Security deposit amount received of **Rs. 44,600/-** in the form of TDR Vide No:8424451100047770, **Dated: 1-6-2020** From Bank of India Jnanna jyothinagara Security deposit recovered from the Consultant shall be released only after approval of PMC without interest thereon as per tender document.

B. <u>Schedule of Payments</u>

The Schedule of payments shall be as under:

NEMZEN CONSULTANT * BANGALORE *

Consultant

Executive Engineer
(yelahanka Division) BBMP- Bangalore

4. **NOW THEREFORE** the Parties i.e., the Client and the Consultant hereby agree as follows.

The following Documents attached hereto shall be deemed to form an Integral Part of this Contract.

a. The General Conditions of Contract (hereinafter called the "GC") as stated in the RFP Document.

b. The Special Conditions of Contract (hereinafter called the "SC") as stated in the RFP Document.

c. The Following Appendices.

Appendix A: **Description of Services**

As stated in the RFP Document.

Appendix B: **Reporting Requirements**

The Consultant shall submit the following Reports in course of the Assignment and shall constitute the Basis for the Payment.

Sl. No.	Description	Submission in Time from the Commencement of Services	No.of Copies
1.	Inception Report covering Approach and Methodology	20th day from the Start Date	3
2.	Monthly Progress Report	5th day of the every month	3
3.	Completion Report and Maintenance Manual	30 days after Completion of the Works (Provisional Acceptance)	3
4.	As Built Drawings furnished by the Contractor	45 days after Completion of the Works (Provisional Acceptance)	6

The Consultant shall submit Soft Copy of the Reports as indicated above.

Appendix C: **Key Personnel and Sub Consultant**

As stated in the RFP Document.

Appendix D: **Services and Facilities provided by the Client**

As stated in the RFP Document.

NEWZEN CONSULTANT BANGALORE

Consultant

Executive Engineer
(Yelahanka Division BBMP)

5. The Mutual Rights and Obligations of the Client and the Consultant shall be as set forth in the Contract, in particular

   a. The Consultant shall carry out the Services in accordance with the Provisions of the Contract; and

   b. The Client shall make Payments to the Consultants in accordance with the following Schedule of Payment.

      i. 5% of Contract Price: On entering into Agreement and against Submission of Bank Guarantee of equivalent amount.
      ii. 20% of Contract Price: On achieving 20% of Physical Progress at Site.
      iii. 20% of Contract Price: On achieving 40% of Physical Progress at Site.
      iv. 20% of Contract Price: On achieving 60% of Physical Progress at Site.
      v. 20% of Contract Price: On achieving 80% of Physical Progress at Site.
      vi. 10% of Contract Price: On Submission of Completion Report, Maintenance Manual and As Built Drawings.
      vii. 5% of Contract Price: At the end of Defect Liability Period.

6. **Payment Conditions**
   The Payment shall be made in Indian Rupees, within 60 days of Receipt of the Invoice submitted by the Consultant.

7. **Time Schedule**
   The Contract Period for the Consultancy Services shall be till the completion of the main work and it will be effective from the Date the Contract is signed by both the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For the Client

Signed by:

Name and Designation

Witnesses

1. Signature

Consultant

For the Consultant

NEWZEN CONSULTANT BANGALORE

Signed by:

Name and Designation

Gagan. C
Senior. Engineer.

2. Signature

Executive Engineer
(Yelahanka Division BBMP)